

1 NIVEA OQUENDO, ALL RIGHTS RESERVED — U.C.C. 1-207, U.C.C. 1-207/4, U.C.C. 1-308,
2 U.C.C. 1-103.6, Natural Person IN FULL LIFE, SUI JURIS, IN PROPRIA PERSONA
3 2114 Alice Ave. Apt 201
4 Oxon Hill, Maryland 20746
5 240-600-2959

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND
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6 IN THE UNITED STATES DISTRICT COURT
7 DISTRICT OF MARYLAND

8 NIVEA OQUENDO, ALL RIGHTS RESERVED — U.C.C. 1-207, U.C.C. 1-207/4 U.C.C. 1-308,
9 U.C.C. 1-103.6, Natural Person IN FULL LIFE, SUI JURIS, IN PROPRIA PERSONA, PRO SE,

10 Plaintiff, Claimant

11 VS,

JFM 12 CV 3508

12 Civil Action No.

13 NCO FINANCIAL SYSTEMS, INC.
14 RONALD A. RITTENMEYER, PRESIDENT & CEO
15 CORPORATE HEADQUARTERS
16 507 PRUDENTIAL ROAD
17 HORSHAM, PA 19044

18 Defendant, Respondent

19 **COMPLAINT**

20 **PRELIMINARY STATEMENT**

21 1. This is an action for damages brought from violations of the Fair Credit Reporting
22 Act (FCRA) 15 U.S.C. §1681 *et seq.*

23 **JURISDICTION**

25 2. The jurisdiction of this Court is conferred by Title 15 U. S. C. §1681p.

26 **FACTUAL ALLEGATIONS**

28 3. On January 10, 2011 & September 29, 2011, Defendant initiated a credit inquiry of
Plaintiff's credit report from TRANSUNION without permissible purpose.

COUNT I

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681

WILLFUL NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL SYSTEMS INC. INC.,

DEBT COLLECTOR

3. Plaintiff is a consumer within the meaning of the FCRA, Title 15 U.S.C. §1681a(c).
4. NCO FINANCIAL SYSTEMS INC. INC., is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

5. NCO FINANCIAL SYSTEMS INC., willfully violated the FCRA.

6. Defendant's violations include, but are not limited to, the following:

(a) NCO FINANCIAL SYSTEMS INC., willfully violated Title 15 U.S.C. §1681b (f) by obtaining Plaintiffs consumer report without a permissible purpose as defined by Title 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$1,000 a Month from the date of credit pull against consumer credit report.

NCO FINANCIAL SYSTEMS INC., are liable for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to Title 15 U.S.C. §1681n.

COUNT II

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), Title 15 U.S.C. §1681

NEGLIGENCE NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL SYSTEMS INC.,

DEBT COLLECTOR

7. NCO FINANCIAL SYSTEMS INC., DEBT COLLECTOR is a furnisher of information within the meaning of the FCRA, Title 15 U.S.C. §1681s-2.

8. NCO FINANCIAL SYSTEMS INC., negligently violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) NCO FINANCIAL SYSTEMS INC., negligently violated Title 15 U.S.C. §1681b (f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by Title 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$1,000 a month from the date of credit pull against consumer credit report. NCO FINANCIAL SYSTEMS INC., (DEBT COLLECTOR) are liable for actual damages, and attorney's fees and costs, pursuant to Title 15 U.S.C. § 1681o.

RELIEF

WHEREFORE, Plaintiff demands judgment for damages against NCO FINANCIAL SYSTEMS INC., in the amount of \$35,000 for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to Title 15 U.S.C. §1681n (a) (3) and Title 15 U.S.C. §16810 (a)

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues as a matter of law.

Respectfully submitted this 28th day of December, 2012.

Nivea E. Oquendo, All Rights Reserved

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